

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EYE ASSOCIATES NORTHWEST, P.C.,

Plaintiff,

vs.

SENTINEL INSURANCE COMPANY,
LIMITED, part of the HARTFORD FIRE &
CASUALTY GROUP,

Defendant.

No. 2:18-cv-01312

NOTICE OF REMOVAL OF
CIVIL ACTION UNDER
28 U.S.C. §1441(A)

TO: Clerk of the Court;

AND TO: Plaintiff, and its counsel of record, Keller Rohrback, LLP.

PLEASE TAKE NOTICE that Defendant Sentinel Insurance Company, Limited (“Sentinel”) hereby removes to this Court the state court action described below on the grounds stated herein.

I. INTRODUCTION

On or about August 3, 2018, plaintiff Eye Associates Northwest, P.C. commenced a

lawsuit in King County Superior Court titled *Eye Associates Northwest, P.C. v. Sentinel Insurance Company, Limited, part of the Hartford Fire & Casualty* (“Complaint”), Cause No. 18-2-19566-7. Plaintiffs allege causes of action for: (1) declaratory judgment; (2) breach of insurance contract; (3) insurance bad faith; (4) negligent claims handling; (5) Consumer Protection Act; (6) injunction; and (7) attorney’s fees and costs.¹

On August 7, 2018, the Insurance Commissioner of the State of Washington accepted service of plaintiffs’ Summons and Complaint.²

Sentinel Insurance Company, is incorporated in Connecticut, with its principal place of business in Connecticut, and is a wholly-owned subsidiary of The Hartford Financial Services Group, Inc., a Delaware corporation, based in Connecticut. Plaintiff is a professional service corporation based in Washington.³

Plaintiff claims damages in excess of \$75,000. Diversity exists and is a proper ground for removal to federal court.

II. BASIS FOR REMOVAL

A. There Is Complete Diversity of Citizenship Under 28 U.S.C. §1332

This case is a civil action for which this Court has original jurisdiction pursuant to 28 U.S.C. §1332(a)(1), and is one which can be removed to this Court by defendant pursuant to 28 U.S.C. §1441(a) and (b) in that it is a civil action between citizens of different states and the amount in controversy based upon Plaintiff’s causes of action and damages described exceeds \$75,000.

¹ See Exhibit A.

² See Exhibit B.

³ See Complaint at ¶ 1.

B. The Amount In Controversy Exceeds the Jurisdictional Minimum

Plaintiff purchased a policy of insurance from Sentinel. According to the Complaint, on or about October 22, 2017, a water tank above plaintiff's business (located at 1101 Madison Avenue in Seattle, Washington ("the Building")) malfunctioned and flooded plaintiff's rented business unit ("the Premises"). Plaintiff reported the loss to Sentinel.

In 1994, as an inducement to enter into a long term rental agreement, the landlord provided plaintiff with an allowance of \$835,440.00 to be spent by plaintiff on tenant improvements to the Premises (the cost was to be incurred by the landlord, not the tenant). Any overage was to be paid by the tenant. The cost of tenant improvements exceeded the allowance by \$50,630.68, and plaintiff reimbursed the landlord for that amount.

Plaintiff solicited a remediation and repair bid from Uniplex Construction LLC, which prepared an estimate indicating that remediation and repair would cost at least \$1,731,804.44. Plaintiff seeks damages in this amount, plus fees and costs.

Defendant issued a coverage position letter to plaintiff on May 4, 2018. In that letter, defendant noted that plaintiff's policy included a maximum payment for stretch tenant building and personal property in the amount of \$20,000.00. Defendant issued payment in that amount, and subsequently issued payments in the amount of \$50,630.68 for the amount plaintiff paid for tenant improvements and \$27,156.81 for contents. Defendant has recently issued payment in the amount of \$590,008 for undisputed business personal property pack out and storage related costs.

The amount in controversy thus exceeds the statutory minimum of \$75,000.00.

C. This Notice of Removal Is Timely Under 28 U.S.C. §1446(b)

1 This Notice of Removal was filed on September 5, 2018. This is within 30 days of
 2 receipt of plaintiff's Summons and Complaint by Sentinel—via the Office of the Insurance
 3 Commissioner—on August 7, 2018. *See* Exhibit B. This Notice is filed in compliance with 28
 4 U.S.C. §1446(b).

5 **D. This Notice of Removal Complies With the Applicable Local Rules and Venue Is**
 6 **Proper in the Western District of Washington Under 28 U.S.C. §128(a)**

7 This Notice of Removal complies with all applicable Federal Rules of Civil Procedure
 8 and local rules. Sentinel has attached to this notice copies of all process, pleadings, and orders
 9 served upon it in the state court action as required by 28 U.S.C. §1446.

10 Venue is proper in this District pursuant to 28 U.S.C. §§ 128(a) and 1441(a) because
 11 this District encompasses King County in which plaintiff filed the state court action that is the
 12 subject of removal.

13 Sentinel is serving Plaintiff's counsel with copies of this Notice of Removal with
 14 exhibits. Sentinel is also promptly filing with the Clerk of the King County Superior Court of
 15 the State of Washington a copy of this Notice of Removal, along with a notice to Superior
 16 Court of filing the Notice of Removal. Removal of this case to the United States District Court
 17 for the Western District of Washington is therefore proper.

18 RESPECTFULLY SUBMITTED this 5th day of September, 2018.

19
 20 FORSBERG & UMLAUF, P.S.

21 By s/ Matthew S. Adams
 Matthew S. Adams, WSBA #18820

22 By s/ Miles J. M. Stewart
 Miles J. M. Stewart, WSBA #46067
 23

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8 Attorneys for Defendant Sentinel Mutual
9 Insurance Company
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CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the foregoing NOTICE OF REMOVAL OF CIVIL ACTION UNDER 28 U.S.C. §1441(A) on the following individuals in the manner indicated:

Mr. William C. Smart
Mr. Isaac Ruiz
Keller Rohrbach, LLP
1201 Third Ave., Suite 3210
Seattle, WA 98101-3052
(X) Via ECF

SIGNED this 5th day of September, 2018, at Seattle, Washington.

s/ Honor M. McQueen
Honor M. McQueen